



Registration of a Charge

Company name: **THOLSOPH LIMITED**

Company number: **13188431**



X9ZY5VGN

Received for Electronic Filing: **10/03/2021**

Details of Charge

Date of creation: **02/03/2021**

Charge code: **1318 8431 0001**

Persons entitled: **GARY DAVID SMITH AND RICHARD DAVID JAMES ALEXANDER**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SAS DANIELS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13188431

Charge code: 1318 8431 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2021 and created by THOLSOPH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th March 2021 .

Given at Companies House, Cardiff on 11th March 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 2 March 2021

CHARGE OVER SHARES

GARY DAVID SMITH and RICHARD DAVID JAMES ALEXANDER
and
THOLSOPH LIMITED

This Deed was entered into 2 March 2021

PARTIES

- (1) **GARY DAVID SMITH** of Brownlow Heath Farm, Childs Lane, Brownlow, Congleton, Cheshire, CW12 4TQ and **RICHARD DAVID JAMES ALEXANDER** of Holly Bush Farm, Spen Green, Smallwood, Cheshire, CW11 2XA (**Sellers**); and
- (2) **THOLSOPH LIMITED** incorporated and registered in England and Wales with company number 13188431 whose registered office is at 20 John Bradshaw Court, Alexandria Way, Congleton, Cheshire, CW12 1LB (**Buyer**).

INTRODUCTION

- (A) Pursuant to the Share Purchase Agreement entered into on the date of this Deed, the Sellers have agreed to sell, and the Buyer has agreed to buy, the Sale Shares in the Company.
- (B) The Sellers have agreed with the Buyer that that £1,000,000 of the purchase price will be paid by the Buyer pursuant to the terms of the Loan Note Instrument.
- (C) Under this Deed the Buyer provides security to the Buyer for sums due to the Sellers under the Loan Notes.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1 Definitions

Terms defined in the Share Purchase Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Charged Shares	the 200 ordinary shares of £1.00 each in the share capital of the Company.
Company	Prism Business Developments Limited incorporated and registered in England and Wales with company number 04141266.
Event of Default	shall mean the occurrence of an event as set out in clause 7.1
Loan Notes	the £1,000,000 aggregate principal amount secured loan notes 2022 of the Buyer constituted by the Loan Note Instrument.

Loan Note Instrument	the loan note instrument constituting the Loan Notes pursuant to the terms of the Share Purchase Agreement.
LPA 1925	the Law of Property Act 1925.
Receiver	a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Sellers under clause 9.
Sale	a sale or transfer of the Charged Shares.
Secured Assets	the Charged Shares.
Secured Liabilities	the liability of the Buyer to the Sellers to pay the Loan Notes in accordance with the Share Purchase Agreement together with all interest (including, without limitation, default interest) accruing in respect of those obligation or liabilities.
Security	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
Security Period	the period starting on the date of this Deed and ending on the date on which the Secured Liabilities have been paid to the Sellers by the Buyer.
Tax	all forms of tax and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities in the UK.
Tax Liability	any liability of the Sellers to make an actual payment of or in respect of, or on account of Tax, whether due and payable or incurred and payable in the future in connection with the Sale of the Charged Shares.

1.2 Interpretation

The provisions of clause 1.2 to 1.16 of the Share Purchase Agreement apply to this Deed as if they were set out in full in this Deed, except that each reference in that clause to the Share Purchase Agreement shall be read as a reference to this Deed.

2. Covenant to pay

2.1 The Buyer shall pay to the Sellers the Secured Liabilities when they become due.

3. Grant of security

3.1 Fixed charge

As a continuing security for the discharge of the Secured Liabilities, the Buyer with full title guarantee charges to the Sellers by way of a fixed charge the Charged Shares (the **Charge**).

4. Warranties

4.1 Warranties

The Buyer makes the warranties set out in this clause 4 to each of the Sellers.

4.2 Shares

The Buyer warrants to the Sellers:

4.2.1 the Buyer has not granted any option to purchase or similar rights or interest in or over the Charged Shares; and

4.2.2 the Buyer is the sole legal and beneficial owner of the Charged Shares.

4.3 No Security

The Buyer has not created or granted any security over the Charged Shares other than the Security created by this Deed.

4.4 Avoidance of security

As at the date hereof no Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the insolvency of the Buyer or otherwise.

4.5 Enforceable security

So far as the Buyer is aware this Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Buyer, and is and will continue to be effective security subject to the Company's articles of association over all and every part of the Secured Assets in accordance with its terms.

4.6 Times for making warranties

The warranties set out in clause 4.2 to clause 4.5 (inclusive) are made by the Buyer on the date of this Deed and repeated on each day of the Security Period.

5. Covenants

5.1 Negative pledge and disposal restrictions

The Buyer shall not at any time, except with the prior written consent of the Sellers:

5.1.1 create, purport to create or permit to subsist any Security or in relation to, any Secured Asset other than any Security created by this Deed;

5.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets other than in accordance with clause 7.3; or

5.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

5.2 Preservation of Secured Assets

The Buyer shall not intentionally do, or consent to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Sellers, or diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.

5.3 Compliance with laws and regulations

The Buyer shall comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of them or any part of them.

5.4 Enforcement of rights

The Buyer shall use its reasonable endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets.

5.5 Notice of breaches

The Buyer shall, promptly on becoming aware of any of the same, notify the Sellers in writing of any warranty set out in clause 4 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
any breach of any covenant set out in this Deed.

5.6 Title to Secured Assets

Following an Event of Default the Buyer shall:

5.6.1 upon the request of the Sellers in writing, immediately deliver to the Sellers, or as the Sellers may direct, all share certificates and other documents of title or evidence of ownership of the Secured Assets; and

5.6.2 promptly execute and deliver to the Sellers, or as the Sellers may direct, all stock transfer forms (duly completed) and other documents which the Sellers may reasonably request in writing to enable the Sellers, or its nominee, to be registered as the owner of, or otherwise obtain legal title to, the Secured Assets.

5.7 Calls and other obligations

5.7.1 Notwithstanding the security created by this Deed, the Buyer shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any part of the Secured Assets.

- 5.7.2 If the Buyer fails to do so, the Sellers may, at their discretion but without obligation, pay the calls, instalments or other payments on behalf of the Buyer.
- 5.7.3 The Buyer shall, immediately on request by the Sellers, reimburse the Sellers for any payment made by his under this clause 5.7.
- 5.7.4 The Buyer shall comply with, and shall remain liable to perform, all of the other conditions and obligations assumed by it in respect of all or any part of the Secured Assets.

5.8 Changes to rights

- 5.8.1 The Buyer shall not take, or consent to the taking of, any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Secured Assets being altered.
- 5.8.2 The Buyer shall not cause or consent to without the prior written consent of the Seller:
 - 5.8.2.1 any of the Secured Assets to be consolidated, sub-divided or converted; or
 - 5.8.2.2 any further shares in the share capital of the Company to be issued.

6. Powers of the Seller

6.1 Power to remedy

- 6.1.1 The Sellers shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Buyer of any of its obligations contained in this Deed.
- 6.1.2 Any monies expended by the Sellers in remedying a breach by the Buyer of its obligations contained in this Deed, shall be reimbursed by the Buyer to the Sellers on a full indemnity basis.

6.2 Sellers have Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Sellers in relation to any of the Secured Assets whether or not they have taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

6.3 Indulgence

The Sellers may, at their discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not such person is jointly liable with the Buyer) in respect of any of the Secured Liabilities

or of any other security for them without prejudice either to this Deed or to the liability of the Buyer for the Secured Liabilities.

7. When security becomes enforceable

7.1 Event of Default

The security constituted by this Deed shall become immediately enforceable if the Buyer fails to pay any part of the Loan Notes when they become due and payable in accordance with their terms and such payment remains outstanding or unwaived for more than 10 Business Days.

7.2 Discretion

After the security constituted by this Deed has become enforceable, the Sellers may, in their absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms they think fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

8. Enforcement of security

8.1 Enforcement powers

8.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 7.1.

8.1.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this Deed.

8.2 Prior Security

At any time after the Security over the Secured Assets constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Sellers may:

8.2.1 redeem that or any other prior Security;

8.2.2 procure the transfer of that Security to themselves; and

8.2.3 settle and pass any account of the holder of any prior Security.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Buyer. All monies paid by the Sellers to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Sellers, be due from the Buyer to the Sellers on current account and shall bear interest at the default rate specified in the Share Purchase Agreement and be secured as part of the Secured Liabilities.

8.3 Protection of third parties

No purchaser, mortgagee or other person dealing with the Sellers nor any Receiver shall be concerned to enquire:

- 8.3.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 8.3.2 whether any power the Sellers or a Receiver is purporting to exercise has become exercisable or is properly exercisable; or
- 8.3.3 how any money paid to the Sellers or any Receiver is to be applied.

8.4 Privileges

Each Receiver and the Sellers are entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

8.5 No liability as mortgagee in possession

Neither the Sellers nor any Receiver shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

8.6 Conclusive discharge to purchasers

The receipt of the Sellers or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Sellers, and every Receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit.

9. Receiver

9.1 Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of the Buyer, the Sellers may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

9.2 Removal

The Sellers may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by them and may, whenever they think fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3 Remuneration

The Sellers may fix the remuneration of any Receiver appointed by his without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

9.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Sellers under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

9.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Sellers despite any prior appointment in respect of all or any part of the Secured Assets.

9.6 Agent of the Buyer

Any Receiver appointed by the Sellers under this Deed shall be the agent of the Buyer and the Buyer shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Buyer goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Sellers.

10. Application of proceeds

10.1 Order of application of proceeds

All monies received by the Sellers, a Receiver pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 10.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Sellers (and any Receiver, attorney or agent appointed by his) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- 10.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Sellers determine; and
- 10.1.3 in payment of the surplus (if any) to the Buyer or other person entitled to it.

10.2 Appropriation

Neither the Sellers nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

11. Release

Subject to clause 16.1, on the expiry of the Security Period (but not otherwise), the Sellers shall at their own cost at the request of the Buyer, take whatever action is necessary to release the Secured Assets from the security constituted by this Deed.

11.1 Assignment

Neither party may assign any of its rights, or transfer any of their rights or obligations, under this Deed without written consent of the other party.

12. Amendments, waivers and consents

12.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or their respective authorised representative).

12.2 Waivers and consents

12.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

12.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Sellers shall be effective unless it is in writing.

12.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

13. Severance

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

14. Counterparts

14.1 Counterparts

14.1.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

14.1.2 Transmission of the executed signature page of a counterpart of this Deed by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

14.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

15. Third party rights

Except as expressly provided in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. Further provisions

16.1 Continuing Security

This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities despite any settlement of account, or intermediate payment or other matter or thing, unless and until the Buyer has discharged all its obligations under the Secured Liabilities and this Deed.

17. Notices

17.1 Delivery

Each notice or other communication required to be given to a party under or in connection with this Deed shall be:

17.1.1 in writing;

17.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and

17.1.3 sent to:

17.1.3.1 the Buyer at: 20 John Bradshaw Court, Alexandria Way, Congleton<amp#160;Cheshire, CW12 1LB

17.1.3.2 the Sellers at: 20 John Bradshaw Court, Alexandria Way, Congleton<amp#160;Cheshire, CW12 1LB

or to any other address as is notified in writing by one party to the other from time to time.

17.2 Receipt

Any notice or other communication that one party gives to the other party shall be deemed to have been received:

17.2.1 if delivered by hand, at the time it is left at the relevant address; and

17.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 17.2.1 on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

17.3 Service of proceedings

This clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. Governing law and jurisdiction

18.1 Governing law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in

connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof the parties have executed this Deed the day and year first before written.

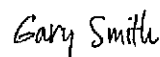
SIGNED and delivered as a deed by
GARY DAVID SMITH in the presence of:

Signature of Witness:  32E80782606A492.....

Name: Marie Shenton

Occupation: Accountant

Address: Bank House
Market Square
Congleton

DocuSigned by:
 7DAD0810C007472.....

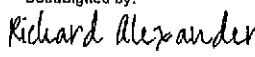
SIGNED and delivered as a deed by
RICHARD DAVID JAMES ALEXANDER
in the presence of:

Signature of Witness:  8D601A91118344D.....

Name: Nicola Johnson

Occupation:

Address: 20 John Bradshaw Ct
Congleton

DocuSigned by:
 4DA3C338C3D34CB.....

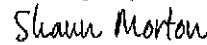
SIGNED and delivered as a deed by **SHAUN**
DAVID MORTON, a director, duly authorised
for and on behalf of **THOLSOPH LIMITED** in
the presence of:

Signature of Witness:

Name:

Occupation:

Address:

DocuSigned by:
 232087663A0E406.....

SIGNED and delivered as a deed by
GARY DAVID SMITH in the presence of:

.....

Signature of Witness:

Name:

Occupation:

Address:

.....

SIGNED and delivered as a deed by
RICHARD DAVID JAMES ALEXANDER
in the presence of:

.....

Signature of Witness:

Name:

Occupation:

Address:

.....

SIGNED and delivered as a deed by SHAUN
DAVID MORTON, a director, duly authorised
for and on behalf of **THOLSOPH LIMITED** in
the presence of:

DocuSigned by:
Shaun Morton
232087563A8E465.....

Signature of Witness:

DocuSigned by:
Stephanie Sheppard
D43A3A10D267409.....

Name:

Occupation:

Address:

Stephanie Sheppard

44 Downing Av.
Newcastle under Lyme
ST5 0LB